

## Brimming with the



May 19-22, 2007 | McCormick Place | Chicago, Illinois USA

- I. Please type or print clearly this application.
- 2. Fill in all sections of the form.
- 3. Make checks payable to: NASDA.

- 4. Make a copy of both sides of contract for your records.
- 5. Please sign form.

Mail original contract with payment to: **American Food Fair Show Management** 10474 Armstrong Street, Fairfax, VA 22030 Fed Tax ID #: 52-0845105

| I. COMPANY INFORMATION  | 1 1ax 1D #. 32-06 <del>1</del> 3103  |                           |                                    |                                       |                           |  |
|---|--|---------------------------|------------------------------------|---------------------------------------|---------------------------|--|
|   | , telephone and fax number where you   |                           |                                    | in the Exhibit Guide & Program.       | If you want your exhibito |  |
|   | ner than the tradeshow contact listed  | •                         | •                                  | <u> </u>                              |                           |  |
|   |  |                           | , ,                                | <del></del>                           |                           |  |
|   |  |                           |                                    | Zip                                   | Code                      |  |
| -   | Fax  |                           |                                    | -                                     |                           |  |
|   |  |                           |                                    |                                       |                           |  |
|   |  |                           |                                    |                                       |                           |  |
|   |  |                           |                                    |                                       |                           |  |
| Minimum booth size: 10' x 10' =   | on guidelines listed on the Floor Plan v $100 \text{ sq. ft.}$ Exhibitors in $10^{\circ} \times 10^{\circ}$ bootly | ths may not share space   | under any circumstances.           |                                       |                           |  |
|   |  |                           |                                    |                                       |                           |  |
|   | We will be participating in the  |                           |                                    |                                       |                           |  |
| ☐ Independent Exhibitor: Ou   | ur Exhibit Space Preference: I   |                           | 2,                                 |                                       |                           |  |
| l   | ATION.<br>hibit space, please provide the followin   |                           | _ 2                                |                                       |                           |  |
|   | YOU WILL BE LISTED IN THE  |                           |                                    |                                       |                           |  |
|   | od Fair's Product Categories list and en   |                           |                                    | ucts:                                 |                           |  |
|   | 2  | ,                         | , , ,                              |                                       | 6                         |  |
| International Sales Contact:  |  | Title:                    | F                                  | -mail:                                |                           |  |
| Regions which you are most interested in marketing your production of the state of |  | oducte                    |                                    | _                                     | □Austrailia & Oceania     |  |
|   | ich your company is interested:  Licensing Agreements  | Agents                    | ☐ Joint Ventunes                   | ☐ Distributors                        |                           |  |
| Please list any languages oth   | er than English that will be spoke   | en in your booth:         |                                    |                                       |                           |  |
|   | CES DESCRIPTION:<br>ess, what products and/or services will  |                           |                                    |                                       | FF website. Please TYPE c |  |
| 6. ACCEPTANCE AS BINDI  | ING CONTRACT FOR EXHIBIT   | ΓOR.                      |                                    | FOR CMG USE ON                        | II V.                     |  |
| Please read Exhibit Rules and Regulations regarding payment for space. Cost per square foot: \$27.00  A 50% deposit must accompany Exhibit Space Applications received before January 5, 2007. Full payment must accompany space application after this date.   |  |                           |                                    | Ccompany Date Received Company Number | oosit Received \$         |  |
| The total cost of exhibit space is computed as follows: Total square.  We have paid our State Department of Agriculture directly.  Our payment is enclosed in the amount of \$  |  |                           |                                    | Booth Assignedx Fr                    | rontage                   |  |
| We agree to shide by all of the F   | Schihit Rules and Regulations governing  | on the Exposition as stat | ed on the back of this application | Total Square Ft                       |                           |  |

NASDA does not discriminate in its programs on the basis of race, color, national origin, sex, religion, age, disability, political beliefs or marital or familial status. Persons with a disability requiring alternative means of communication of program information should contact NASDA at: 202-296-9680.

Name (please print)



The American Food Fair and its authorized representatives are hereinafter referred to as "Show Management"

- I PAYMENTS—Applications submitted before January 5, 2007 must be accompanied by payment in the amount of 50% of the space rental charges. Applications received without such payment will not be processed nor will space assignments be made. The balance of the space rental charge will become due and payable on January 5, 2007. Applications submitted after January 5, 2007 must be accompanied by FUJLL PAYMENT of the space rental charges. Applications received without such payment will not be processed nor will space assignment be made.
- CANCELLATIONS—Cancellations must be received in writing by Show Management by January 5, 2007. No refunds will be made after that date. It is expressly agreed by the exhibitor that in the event it fails to pay the space rental at the times specified, or fails to comply with any other provisions contained in these rules and regulations concerning its use of exhibit space, Show Management shall have the right to reassign the booth location shown on the face of the contract or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount paid for the space reservation, regardless of whether or not the Show Management enters into a further lease for the space involved. In case the exposition shall not be held for any reason whatsoever, then and thereupon the rental and lease of space to the exhibitor shall be terminated. In such case the claim limit for damage and/or compensation by the exhibitor shall be the return to the exhibitor of the prorated amount already paid for space in McCormick Place for this specific event.
- 3. SPACE RENTAL AND ASSIGNMENT OF LOCATION—American Food Fair is a closed trade show designed to provide a showcase for goods and services either specifically designed for or customarily used by the food service and lodging segments of the hospitality industry. Whenever possible, space assignments will be made by the Show Management in keeping with the preferences as to location, requested by the exhibitor. Generally the criteria for assignment include but are not limited to deadline adherence, date of receipt of application, sequence number assigned, booth configuration, and proximity to competitors. Show Management, however, reserves the right to make the final determination of all space assignments in the best interests of the exposition.
- 4. SHOW MANAGEMENT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY EXHIBIT SPACE APPLICATION—AFF is designed to provide a showcase for PRODUCTS COMPRISED OF AT LEAST 50% AGRICULTURAL AND/OR FOOD INGREDIENTS OF U.S. ORIGIN COMPUTED ON A VALUE OR WEIGHT BASIS (exclusive of added water). Product labels must indicate that the products are produced in the United States. Show Management reserves the right to refuse rental of display space to any company whose display of goods or services is not likely to be, in the opinion of Show Management compatible with the general character and objectives of the exposition.
- 5. USE OF SPACE, SUBLETTING OF SPACE—No exhibitor, except State Departments of Agriculture, shall assign, sublet, or share the space allotted with another business or firm unless approval has been obtained in writing from Show Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the exhibitors display. Parent or subsidiary companies are excluded. Exhibitors must show only goods manufactured or dealt in by them in the regular course of business. Show Management reserves the right to determine eligibility of any product and/or exhibit for inclusion in the Exposition. No firm or organization not assigned exhibit space will be permitted to solicit business within the Exhibit Areas.
- 6. AUTHORIZED EXHIBITOR REPRESENTATIVES—Each exhibitor must name one person to be its representative in connection with installation, operation and removal of the firm's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for such representative being in attendance throughout all exposition periods; and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times. Admission to the exhibit hall will be by official association badge only, which must be worn at all times while in the exhibit hall.
- 7. INSTALLATION AND REMOVAL—Show Management reserves the right to fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the Show. Installation of all exhibits must be fully complete by the Show opening time of the exposition at 9:00am on Saturday, May 19, 2007. Any space not claimed and occupied by 4:00pm, Friday, May 18, 2007, may be resold or reassigned without refund. No exhibitor will be allowed to dismantle or repack any part of its exhibit until after the closing of the Show.
- 8. ARRANGEMENT OF EXHIBITS—Each exhibitor, that is paid in full, is provided an Exhibitor Kit which describes the type of arrangement of exhibit space and the standard equipment provided by the American Food Fair for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions

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and limitations contained in the Exhibitor Kit. If, in the sole opinion of Show Management, any exhibitor fails to conform to the Exhibitor Kit guidelines, or the provisions set fourth herein, such exhibit will be prohibited from functioning at any time during the exposition. Exhibitor **Plan Review.** Companies utilizing a peninsula or island type exhibit, or are relocating to a space with a peninsula or island type exhibit, or involving other unusual construction features are required to submit a copy of their booth construction plans and layout arrangements. These plans, including a scaled plan view and elevations, must be submitted to Show Management for review at least 60 days prior to the opening of the exposition. Multi-Story Exhibit Regulations. All multi-story exhibits, whether people will occupy them or not, must have drawings available onsite for inspection by the installation and dismantling contractor and government authorities during the time the exhibit is being erected, exhibited and dismantled at the exhibit site. The drawings must include a signature or stamp of a reviewing structural engineer indicating that the structure design is properly engineered for its purposed use, and a signature of an authorized official of the exhibit building company indicating that the structure is built in accordance with the details and specifications set forth by the drawings. Signs must also be posted indicating the maximum number of people the structure will accommodate. Submit plans in duplicate to AFF Show Management (contact information listed below). Americans With Disabilities Act. Exhibitor represents and warrants that its exhibit space shall be reasonably accessible and usable by persons with disabilities and that it is in compliance to the extent applicable under regulations implementing Title III of the Americans with Disabilities Act.

9. LAWS APPLICABLE—Each Exhibitor shall comply with all laws, ordinance and regulations pertaining to health, fire prevention and public safety while participating in this Exposition. Show Management and the Official Show Contractor have no responsibility pertaining to Exhibitors' compliance with such laws. All booth decorations, including carpeting, must be flame-proofed and all hangings must clear the floor. Electrical wiring must comply with National Electrical Code Safety Rules and the City of Chicago Electrical Code. If inspection indicates any Exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, Show Management reserves the right to cancel all or such part of its exhibit as may be in noncompliance and effect hte removal of same at Exhibitor's expense.

If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the Exhibitor should communicate with Show Management for information concerning facilities or regulations. Use of anything of a hazardous nature such as open flame must be approved, in writing, by the Bureau of Fire Prevention of the Chicago Fire Department. Evidence of such approval shall be provided to Show Management at least thirty (30) days prior to the opening of the Exposition.

This contract shall be governed by the laws of the state of Illinois. Exhibitors agree to abide by the rules and regulations of McCormick Place as well as to these general rules and regulations.

- 10. STORAGE OF PACKING CRATES AND BOXES—Exhibitors will not be permitted to store packing crates, boxes, carrons, literature or excess materials in or behind their booths during the exhibit period, however, if properly marked, they will be stored and returned to the booth by service contractors after the conclusion of the Exposition. It is the exhibitor's responsibility to mark and identify its crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty". Because of the lack of storage facilities, it may be necessary to store empty crates and cartons outside the building. Every effort will be made to protect the crates from the elements, but neither Show Management nor its service contractors will assume any responsibility for damage to them. The removal and return of large crates that cannot be handled by hand trucks will be charged for at prevailing rates. Crates, boxes, or other exhibit materials unclaimed by the exhibitor after the Show will be removed at the expense of the exhibitor. Exhibitors will be billed by Show Management for removal time and materials.
- II. OPERATION OF DISPLAYS—Show Management reserves the right to restrict the operations of or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exposition as a whole. Use of so called "barkers" or "pitchman" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space and must not block the aisles. No sales activity, demonstrations, samplings, giveaways, soliciting, etc. will be permitted in the aisles. Retail Sales. No direct or retail sales are permitted at any time, i.e. the exchange of money or the use of credit cards and delivery of the product to the buyer on the exhibit floor. Contests, Drawings & Lotteries. Raffles or other promotional measures that require guests to be present at a specified location and time are prohibited. Exhibitor represents and warrants that any contests, drawings, or lotteries it conducts meet the requirements of all federal, state, and local laws regarding such activities. All unusual promotional activities must be approved in writing by Show Management no later than 60 days prior to the opening of the exposition. Literature Distribution. All demonstrations or other activities must be confined to the limits of the exhibitor's booth space and are not permitted in the building's public areas. Distribution of trade publications, invitations, circulars, business cards, stickers, novelties, etc . may be made only within the space assigned to the exhibitor distributing such materials. Trade publishers are prohibited from soliciting advertising

during the Show. Literature Bag Distribution. All bags distributed by the exhibitor on the exhibit floor must be no larger than 15" x 18" x 13 including the handle or total volume of 900 cubic inches. Live Animals. Live animals are prohibited. Models. Booth representatives, including models or demonstrators, must be modestly clothed. Excessively revealing attire is prohibited. Food and/or Beverage Samples. Exhibitors must cease the distribution of samples of any kind whenever such activity blocks the aisles or in any way inhibits nearby exhibitors. Exhibitors who plan to serve food and beverages are required to receive prior authorization from Show Management by returning the "Authorization Request Form for Sampling" which can be found in the Exhibitors Kit. Exhibitors whose products are alcoholic beverages may serve or sample these products in their booth, provided they are in compliance with State, and Local laws regarding such activity. **Sound**. I) All exhibitors wishing to use a sound system or public address equipment are required to complete an application form located in exhibit service kit for sound systems and submit a monetary deposit based on the size of their booth. 2). Exhibits which include the operation of musical instruments, radios, sound and/or public address systems or any noise making machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked.3) Loudspeakers must be positioned to direct sound toward the center of the exhibit booth or display area and may not be pointed toward the aisles. 4) The 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an exhibitor's booth or is clearly identifiable more that 80 feet from the booth is considered objectionable. 5) Or in the opinion of Show Management, your sound is objectionable or interfering with the neighboring exhibits. Music Licensing. No exhibitor may use music, whether live or recorded, in its booth without appropriate music licensing agreements for the public performance of any copyrighted music utilized by the exhibitor.

- 12. LIABILITY AND INSURANCE— All property of the exhibitor is understood to remain under its custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither Show Management, the Official Show contractor, the management of the exhibit hall nor any of the officers, staff members, or directors of any of the same or responsible for the safety of the property of the exhibitors from theft, damage by fire, accident, vandalism, or other causes, and the exhibitor expressly waives and releases any claim or damage it may have against any of them by reason of damage to or loss of any property of the exhibitor. Show Management does not maintain insurance covering exhibitors property. It is required that exhibitors obtain adequate insurance coverage, at their own expense, for property loss or damage and liability for personal injury. Security. Although security personnel will be provided by Show Management, Show Management shall have no liability whatsoever for theft, loss or damage to property belonging to any exhibitor, the exhibitor's agent, employees, business invitees, visitors or guests.
- 13. INDEMNIFICATION—Exhibitor agrees to protect and hold Show Management forever harmless from any damage or charges imposed for any violations of any laws or ordinance whether occasioned by the negligence of Exhibitor or those holding under the Exhibitor as well as to strictly comply with the applicable terms and conditions contained in the agreement between McCormick Place and Show Management regarding the exhibition premises; further Exhibitor shall at all times protect, indemnity and hold harmless Show Management and McCormick Place against and from any and all loss, costs, damages, liability or expense arising from or out of an accident or other occurrence to anyone including Exhibitor, its agents, employees and business invitees, releases and waives any and all claims, demands or actions against Show Management and McCormick Place and their respective officers, directors, employees and agents resulting from any act or omission of Exhibitor, its employees, agents and invitees.
- 14. AGE REQUIREMENT—No one 16 years of age or under will be permitted on the Show floor at any time regardless of affiliation or circumstances. Proof of age will be required. No children, no infants, no strollers, no back packs carriers are allowed. No exceptions. This rule applies to exhibitors as well as attendees.
- 15. UNION LABOR—Exhibitors are required to observe all contracts in affect between Show Management, service contractors, McCormick Place, and the labor organizations involved.
- 16. CARE OF BUILDING AND EQUIPMENT—Exhibitors or their agents shall not injure or deface any part of the exhibit building, the booths, or booth contents or show equipment and decor, it shall be liable to the owner of the property so damaged.
- 17. OTHER REGULATIONS—Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management. Show Management shall have full power to interpret, amend, and enforce these rules and regulations, provided exhibitors receive notice of any amendments when made. Each Exhibitor and its employees, agree to abide by the foregoing rules and regulations and by any amendment or additions thereto in conformance with the preceding sentence. Exhibitors or their representatives who fail to observe these conditions of contract or who, in the opinion of Show Management, conduct themselves unethically may immediately be dismissed from the exhibit area without refund or other appeal.